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10 **Attorneys For Non-Party KPMG LLP**

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO DIVISION

14 UNITED STATES OF AMERICA) Case No. CR 06-00556 CRB
15)
16 Plaintiff,) **STIPULATED [~~PROPOSED~~]**
17 v.) **PROTECTIVE ORDER REGARDING**
18) **CONFIDENTIALITY**
19)
20 GREGORY L. REYES and STEPHANIE)
21 JENSEN)
22 Defendants.)
23)
24)
25)
26)
27)
28)

1 In order to protect the confidentiality of confidential or sensitive personal or business
2 information subpoenaed by defendant Gregory L. Reyes, KPMG LLP ("KPMG"), the United States
3 of America, Mr. Reyes, and Stephanie Jensen, by their respective counsel, hereby agree as follows:

4 1. KPMG may designate as "CONFIDENTIAL" (by so stamping the relevant
5 page or as otherwise set forth herein) the whole or any part of any document or material which it
6 considers in good faith to contain "Confidential Information." "Confidential Information" means
7 commercially sensitive business information or data which is not publicly known and cannot readily
8 be ascertained from an inspection of publicly available documents, materials, or devices. This may
9 include trade secrets, know-how, proprietary data, sensitive business or financial information,
10 employment, compensation, marketing, contract, or negotiated information, or other similarly
11 sensitive information. "Confidential information" also includes any confidential personal
12 information that is protected by a right of privacy under applicable law. In addition, KPMG may
13 designate as "HIGHLY CONFIDENTIAL" (by so stamping the relevant page or as otherwise set
14 forth herein) the whole or any part of any document or material which it considers in good faith to
15 constitute or contain Confidential Information, and which KPMG believes in good faith the
16 disclosure of which to anyone other than the individuals and/or entities listed in Paragraph 4(b)
17 below could result in economic or competitive injury to KPMG. Where a document or response
18 consists of more than one page, the first page and each page on which Confidential Information
19 appears shall be so designated.

20 2. All information designated as CONFIDENTIAL or HIGHLY
21 CONFIDENTIAL and produced by KPMG in the course of this case (other than information that is
22 publicly available) shall be used solely for the purpose of this case.

23 3.
24 a. Except with the prior written consent of KPMG, or upon prior order of this
25 Court obtained upon notice to KPMG, any information designated as CONFIDENTIAL pursuant to
26 the terms of this Order shall not be disclosed to any person other than:
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1 (i) counsel for the respective parties to this litigation and those who have agreed
2 to be bound by the terms of this Order, including defendants' counsel and counsel for the United
3 States of America;

4 (ii) employees of such counsel;

5 (iii) individual defendants, to the extent deemed necessary by counsel for the
6 prosecution or defense of this litigation;

7 (iv) consultants or expert witnesses retained for the prosecution or defense of this
8 litigation, provided that each such person shall execute a copy of the Certification attached to this
9 Order (which shall be retained by counsel to the party so disclosing the information designated as
10 CONFIDENTIAL and made available for inspection during the pendency or after the termination of
11 the action upon good cause shown and upon order of the Court) before being shown or given any
12 information designated as CONFIDENTIAL and provided that if the party chooses a consultant or
13 expert currently employed or employed within the last two (2) years by one of KPMG's competitors,
14 the party shall notify KPMG before disclosing any information designated as CONFIDENTIAL to
15 that individual and shall give KPMG an opportunity to move for a protective order preventing or
16 limiting such disclosure; KPMG will maintain as confidential any disclosures made pursuant to this
17 subsection;

18 (v) any authors or recipients of the information designated as CONFIDENTIAL;

19 (vi) the Court, Court personnel, court reporters, or members of the jury in this
20 case;

21 (vii) witnesses, at deposition and/or trial, only to the extent necessary to give their
22 testimony. Witnesses shall not be allowed to retain copies of the information designated
23 CONFIDENTIAL (or, if it is made available under this Order, HIGHLY CONFIDENTIAL); and

24 (viii) any other person whom the person designating the material as
25 CONFIDENTIAL (or, if it is made available under this Order, HIGHLY CONFIDENTIAL)
26 determines can review such information.

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1 b. Except with the prior written consent of KPMG, or upon prior order of this
2 Court obtained upon notice to KPMG, any information designated as HIGHLY CONFIDENTIAL
3 pursuant to the terms of this Order shall not be disclosed to any person other than:

4 (i) counsel for the respective parties to this litigation and those who have agreed
5 to be bound by the terms of this Order, including defendants' counsel and counsel for the United
6 States of America;

7 (ii) employees of such counsel;

8 (iii) individual defendants, to the extent deemed necessary by counsel for the
9 prosecution or defense of this litigation;

10 (iv) consultants or expert witnesses retained for the prosecution or defense of this
11 litigation, provided that each such person shall execute a copy of the Certification attached to this
12 Order (which shall be retained by counsel to the party so disclosing the information designated as
13 HIGHLY CONFIDENTIAL and made available for inspection during the pendency or after the
14 termination of the action upon good cause shown and upon order of the Court) before being shown
15 or given any information designated as HIGHLY CONFIDENTIAL and provided that if the party
16 chooses a consultant or expert currently employed or employed within the last two (2) years by one
17 of KPMG's competitors, the party shall notify KPMG before disclosing any information designated
18 as HIGHLY CONFIDENTIAL to that individual and shall give KPMG an opportunity to move for a
19 protective order preventing or limiting such disclosure; KPMG will maintain as confidential any
20 disclosures made pursuant to this subsection;

21 (v) any authors or recipients of the information designated as HIGHLY
22 CONFIDENTIAL;

23 (vi) the Court, Court personnel, court reporters, or members of the jury in this
24 case; and

25 (vii) any other person whom the person designating the material as HIGHLY
26 CONFIDENTIAL determines can review such information.

27 3.5 A party may disclose information that has been designated as HIGHLY
28 CONFIDENTIAL to a witness (other than those identified in section 4(b) above), or display

1 information that has been designated as HIGHLY CONFIDENTIAL on a monitor, screen, or other
2 audio-visual equipment visible to the public courtroom gallery, only according to the order of the
3 Court made in this case on June 20, 2007.

4 4. Any persons receiving Confidential Information shall not reveal or discuss
5 such information to or with any person who is not entitled to receive such information, except as set
6 forth herein or as otherwise required by law.

7 5. For applications and motions to the Court on which a party submits
8 Confidential Information, all documents and chamber copies containing Confidential Information
9 which are submitted to the Court shall be filed with the Court, in sealed envelopes or other
10 appropriate sealed containers. On the outside of the envelopes, a copy of the first page of the
11 document shall be attached. If Confidential Information is included in the first page attached to the
12 outside of the envelopes, it may be deleted from the outside copy. The word "CONFIDENTIAL"
13 shall be stamped on the envelope and a statement substantially in the following form shall also be
14 printed on the envelope:

15 This envelope is sealed pursuant to order of the Court, contains
16 Confidential Information and is not to be opened or the contents
17 revealed, except by Order of the Court or agreement by the parties.

18 In the event that the Clerk's Office refuses to accept a document filed under seal, the
19 filing party shall, not later than the next business day, file a notice indicating which documents the
20 party attempted to file. The filing party shall also serve a copy of the rejected filing by overnight
21 mail on KPMG. If KPMG wishes to contest the public filing of the document, it must file a motion
22 to that effect within five (5) business days of the initial filing date. If no motion is received, the
23 filing party may file the document publicly within seven (7) business days of the initial filing. If a
24 motion is filed to permit the filing to be made under seal, the filing party may not file the document
25 with the confidential material included therein until the motion is resolved. This procedure shall not
26 affect any Court order or other rule regarding the scheduling for future filings. All requests to file
27 any material under seal must also comport with N.D. Cal. Civ. L.R. 79-5.
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1 6. If a party contends that any material is not entitled to confidential treatment,
2 such party may at any time give written notice to KPMG. KPMG shall have twenty-five (25) days
3 from the receipt of such written notice to apply to the Court for an order designating the material as
4 Confidential Information.

5 7. Notwithstanding any challenge to the designation of material as Confidential
6 Information, all documents designated as CONFIDENTIAL or HIGHLY CONFIDENTIAL shall be
7 treated as such and shall be subject to the provisions hereof unless and until one of the following
8 occurs:

9 (a) KPMG withdraws such designation in writing; or
10 (b) KPMG fails to apply to the Court for an order designating the material as
11 Confidential Information within the time period specified above after receipt of a written challenge
12 to such designation; or

13 (c) the Court rules the material is not Confidential Information.

14 8. All provisions of this Order restricting the communication or use of
15 Confidential Information shall continue to be binding after the conclusion of this action, unless
16 otherwise agreed or ordered. Upon conclusion of the litigation and upon written notice provided by
17 KPMG, a party in the possession of Confidential Information, other than that which is contained in
18 pleadings, correspondence and transcripts, shall either (a) return such documents to counsel for the
19 party or non-party who provided such information no later than thirty (30) days after a request by
20 such counsel, or (b) destroy such documents within ninety (90) days following the conclusion of this
21 action and all appeals and certify in writing within thirty (30) days following destruction that the
22 documents have been destroyed.

23 9. If Confidential Information is inadvertently produced without marking it
24 CONFIDENTIAL or HIGHLY CONFIDENTIAL, it may be disclosed to others until the receiving
25 party becomes aware of the error. As soon as the receiving party becomes aware of the inadvertent
26 production, the information must be treated as though it had been timely designated under this
27 Order, and the receiving party must endeavor in good faith to obtain all copies of the documents that
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1 it distributed or disclosed to persons not authorized by paragraph 4 herein, as well as any copies
2 made by such persons.

3 10. Nothing herein shall be deemed to waive any applicable privilege or work
4 product protection, or to affect the ability of a party to seek relief for an inadvertent disclosure of
5 material protected by privilege or work product protection.

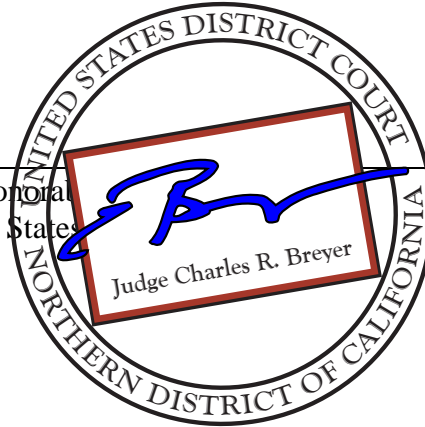
6 11. This Order shall not apply to or affect the use of information already in the
7 possession of a party or obtained by a party outside the course of discovery in this litigation.

Dated: July 5, 2007	Respectfully submitted, SIDLEY AUSTIN LLP
	By: /s/ Geoffrey M. Ezgar
	Geoffrey M. Ezgar Attorneys For Non-Party KPMG LLP
Dated: July 5, 2007	UNITED STATES OF AMERICA
	By: /s/ Timothy P. Crudo
	Timothy P. Crudo, Assistant U.S. Attorney
Dated: July 5, 2007	MUNGER, TOLLES & OLSON LLP
	By: /s/ Jerome C. Roth
	Jerome C. Roth Attorneys For Defendant Gregory L. Reyes
Dated: July 5, 2007	KEKER & VAN NEST LLP
	By: /s/ Jan Nielsen Little
	Jan Nielsen Little Attorneys For Defendant Stephanie Jensen

1 **THE FOREGOING STIPULATION IS APPROVED**
2 **AND IS SO ORDERED.**

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4 Dated: July 6, 2007

5 The Honorable
6 United States



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1 **SIGNATURE ATTESTATION**

2 I am the ECF User whose identification and password are being used to file the
3 foregoing Stipulation and [Proposed] Scheduling Order. In compliance with General Order 45.X.B.,
4 I hereby attest that the other signatories have concurred in this filing.

5 Dated: July 5, 2007

SIDLEY AUSTIN LLP

6 By: /s/ Geoffrey M. Ezgar

7 Geoffrey M. Ezgar
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10 San Francisco, CA 94104-1715
11 Telephone: 415-772-1200
12 Facsimile: 415-772-7400

13 Attorneys For Non-Party KPMG LLP
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